

Dated 2011

between

**HS1 LIMITED**

and

**LONDON & SOUTH EASTERN RAILWAY LIMITED**

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**FIRST SUPPLEMENTAL AGREEMENT**  
relating to the  
**FRAMEWORK TRACK ACCESS AGREEMENT**  
for Passenger Services dated 14 August 2009

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**HS1 Limited**  
**Legal Department**  
**73 Collier Street**  
**London**  
**N1 9BE**

**THIS FIRST SUPPLEMENTAL AGREEMENT** is made the            day of            2011

**BETWEEN:**

- (1) **HS1 LIMITED**, a company registered in England and Wales under number 03539665 having its registered office at 73 Collier Street, London, N1 9BE ("**HS1 Ltd**"); and
- (2) **LONDON & SOUTH EASTERN RAILWAY LIMITED**, a company registered in England and Wales under number 04860660 having its registered office at 3<sup>rd</sup> Floor, 41-51 Grey Street, Newcastle upon Tyne NE1 6EE (the "**Train Operator**").

**WHEREAS:**

- (A) Pursuant to a framework track access agreement for passenger services dated 14 August 2009 (the "**Track Access Agreement**") made between HS1 Ltd and the Train Operator, HS1 Ltd granted the Train Operator permission to use certain track comprised in HS1.
- (B) HS1 Ltd and the Train Operator have agreed to amend the Track Access Agreement as set out in this First Supplemental Agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Save as expressly provided to the contrary in this First Supplemental Agreement, unless the context requires otherwise:
  - (a) words and expressions defined in the Track Access Agreement shall have the same meaning when used in this First Supplemental Agreement; and
  - (b) the rules of interpretation set out in paragraph 1.2 of Section 1 to the Terms have effect in relation to this First Supplemental Agreement.

**2. AMENDMENTS**

- 2.1 With effect from 0159 hours on 5 September 2011, the Track Access Agreement shall be amended by deleting table 2.1 (*Firm Train Slots and Standard Specified Equipment*) of schedule 5 of the Track Access Agreement in its entirety and replacing it with the form of table 2.1 set out in the Schedule (*Revised Table 2.1*) to this First Supplemental Agreement.

**3. CONTINUATION**

- 3.1 This First Supplemental Agreement is supplemental to the Track Access Agreement.
- 3.2 Except as varied by the terms of this First Supplemental Agreement, the Track Access Agreement will remain in full force and effect and any reference in the Track Access Agreement to the Contract or to any provision of the Contract will be construed as a reference to the Track Access Agreement, or that provision of the Track Access Agreement as amended by this First Supplemental Agreement.

**4. MISCELLANEOUS**

The provisions of paragraphs 1 (*Confidentiality*), 2 (*Assignment and Novation*), 3 (*Dispute Resolution*), 4 (*Railways Regulations*), 5.1 (*Non Waiver*), 5.2 (*Amendment*), 5.3 (*Entire Contract and Exclusive Remedies*), 5.4 (*Notices*), 5.7 (*Contracts (Rights of Third Parties) Act 1999*) and 5.8 (*Invalidity*) of Section 9 of the Terms shall apply to this First Supplemental Agreement as though those paragraphs were set out in this First Supplemental Agreement, but as if references in those paragraphs to "the Contract" were references to "this First Supplemental Agreement".

**5. COUNTERPARTS**

This First Supplemental Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts each of which, when executed and delivered, shall constitute an original but all the counterparts shall together constitute one and the same instrument.

**6. GOVERNING LAW**

This First Supplemental Agreement and any non-contractual obligations arising out of or connected with this First Supplemental Agreement shall be governed by and construed in accordance with the laws of England.

**IN WITNESS** whereof this **FIRST SUPPLEMENTAL AGREEMENT** has been executed and delivered as a deed by the parties hereto on the day and year first written above.

**EXECUTED as a DEED** for and on )  
behalf of **HS1 LIMITED** by: )  
)  
acting under ) .....  
a **POWER OF ATTORNEY** ) Authorised Signatory  
dated 18 March 2011 )

**EXECUTED as a DEED** by )  
**LONDON & SOUTH** ) .....  
**EASTERN RAILWAY** ) Director  
**LIMITED** acting by: )

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

## SCHEDULE

**Revised Table 2.1**

### 2. Firm Train Slots and Standard Specified Equipment

*Table 2.1: Firm Train Slots and Standard Specified Equipment*

<b>1</b>					<b>2</b>			<b>3</b>
<b>Service Description : LSER SLC2 HS1 Service</b>					<b>Firm Train Slots</b>			
<b>From</b>	<b>To</b>	<b>Description</b>	<b>TSC</b>	<b>Service Group</b>	<b>Week Day</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Standard Specified Equipment</b>
Ashford West Junction	St Pancras International	Morning Peak	24647000	Ashford West Junction and St Pancras	4	0	0	Class 395
St Pancras International	Ashford West Junction	Evening Peak	24647000	Ashford West Junction and St Pancras	4	0	0	Class 395
Ashford West Junction	St Pancras International	Off Peak	24647004	Ashford West Junction and St Pancras	33	<del>34</del> <b>36</b>	32	Class 395
St Pancras International	Ashford West Junction	Off Peak	24647004	Ashford West Junction and St Pancras	31	<del>33</del> <b>35</b>	32	Class 395

Springhead Road Junction	St Pancras International	Morning Peak	24648000	Springhead Junction and St Pancras	7	0	0	Class 395
St Pancras International	Springhead Road Junction	Evening Peak	24648000	Springhead Junction and St Pancras	7	0	0	Class 395
Springhead Road Junction	St Pancras International	Off Peak	24648004	Springhead Junction and St Pancras	31	<del>32</del> 33	26	Class 395
St Pancras International	Springhead Road Junction	Off Peak	24648004	Springhead Junction and St Pancras	32	<del>32</del> 33	26	Class 395
Ebbsfleet	St Pancras International	Morning Peak	24649000	Ebbsfleet and St Pancras Shuttle	4	0	0	Class 395
St Pancras International	Ebbsfleet	Evening Peak	24649000	Ebbsfleet and St Pancras Shuttle	3	0	0	Class 395
Ebbsfleet	St Pancras International	Off Peak	24649004	Ebbsfleet and St Pancras Shuttle	0	0	0	Class 395
St Pancras International	Ebbsfleet	Off Peak	24649004	Ebbsfleet and St Pancras Shuttle	1	0	0	Class 395